



REQ#: NR 812 VADM5000001
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MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

CONTRACT PERIOD: From Date of Award through June 30, 2006

Missouri Veteran's Commission
Post Office Drawer 147
Jefferson City, MO 65102-0147

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of digital multimedia video biographies as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information, including requirements related to MBE/WBE participation
 - 4) Pricing Page(s)
 - 5) Exhibits A - I
 - 6) Terms and Conditions

1.2 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference regarding this Request for Proposal will be held on Monday, December 20, 2004 beginning at 10:00 a.m. in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

- 1.2.1 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.2 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

- 1.3.1 History of the Missouri Veterans Commission
 - a. The State Federal Soldier's Home, located in St. James, MO was established in 1896 by the Women's Relief Corps Soldier's Home Association, and was deeded to the State of Missouri in 1897. Its original purpose was to provide care to aging Missourians who had fought for the Union in the Civil War.
 - b. In 1931 the state legislature, at the request of organized veterans groups, created the Office of State Service Officer for the purpose of counseling and assisting veterans of WWI and earlier conflicts whose service connected disabilities were becoming manifest and for whom numerous benefits were being made available through the newly established Veterans Administration. The agency was renamed as the "Office of the Director of Veterans Affairs" in 1963.
 - c. In 1974, the Omnibus Reorganization Act placed the Division of Veterans' Affairs within the Department of Social Services. The State Federal Soldier's Home and Office of State Service Officer

remained separate entities until the Reorganization Act of 1974 combined the two, renaming the Home and establishing the Division of Veterans Affairs within the Department of Social Services.

- d. Executive Order 81-18 (February 4, 1981) passed at the First Regular Session of the Eighty First General Assembly, transferred the Division of Veterans Affairs to the Department of Public Safety. The transfer became effective September 28, 1981.
- e. On August 28, 1989, the Division of Veterans' Affairs was replaced by the establishment of the Missouri Veterans Commission as a Type III Transfer. Chapter 42, RSMo governs the Commission's operation as a state agency. The Commission is composed of five veterans appointed by the Governor and confirmed by the Senate. The Commission appoints an Executive Director who implements policies and is responsible for the statewide management of veterans programs.

1.3.2 Environmental Scan:

- a. The veteran's population of Missouri will continue to decline from 566,400 in 2002 to approximately 540,000 by 2007. However, the number of veterans 85 years of age and older is expected to increase during the same period and the number of veterans 65-84 to remain relatively steady.
- b. The makeup of the veteran population will also change in the next five years. The percentage of female veterans will continue to grow and Vietnam Era veterans will begin to enter nursing homes in rapidly increasing numbers. This will impact the nature of the services provided by the Commission.
- c. The Jefferson Barracks National Cemetery in St. Louis is expected to be full in 2010. It is one of the most active National Cemeteries in the US performing approximately 17 burials per day. DVA failure to expand Jefferson Barracks or construct a new veteran cemetery would create great pressure to construct a state veterans' cemetery in or near St. Louis.
- d. Declining membership among Veterans Service Organizations threatens to weaken a major source of political support as well as reduce a significant source of volunteer assistance.

1.3.3 Additional information about the Missouri Veterans Commission and the services and benefits available can be found on the website at:

<http://www.mvc.dps.mo.gov/default.htm>

- 1.3.4 Due to advancing age, illness and mortality of Missouri's World War Veterans, the State of Missouri is losing the opportunity for these veterans to tell their personal stories of service to the United States during their tour of duty. As a result, the Missouri Veterans Commission has decided to pursue the development of digital multimedia video biographies to permanently preserve and document the historical significance of veteran service in the words of Missouri veterans.
- 1.3.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide script development, high quality video production (including field production and post production), and permanent archival and preservation of digital biographies of Missouri's veterans.
- 2.1.2 The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services for the Missouri Veteran's Commission (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

2.2 Deliverables:

- 2.2.1 Initial Composite Video - By no later than forty-five (45) calendar days after the effective date of the contract, the contractor must complete and deliver five (5) copies on DVD of a composite video of approximately fifteen (15) minutes in length. The initial composite video must comply with the requirements stated herein for pre-production, production, and post-production and shall include approximately five (5) edited digital biographies. The contractor must produce the initial composite video to be representative of the best quality of work the contractor is capable of and to comply with state agency standards for video, audio, and image quality as well as data integrity.
 - a. The contractor is advised to submit the initial composite video and the various components of the video (including rough edits of each digital biography) to the state agency for review and approval at various stages in the production process prior to completion of the final product in order to ensure the final product will be approved.
 - b. The contractor shall agree and understand that the copies of the initial composite video shall be distributed for review and viewing to determine if the video meets the expectations of the state agency and designees. The state agency and the various parties viewing the video shall review the initial composite video produced by the contractor to determine if the quality meets or exceeds the standards of the state agency.
 - c. Depending on the results of the review as described above, the state agency shall either authorize the contractor to proceed with the production of additional digital biographies as required herein, or shall elect not to proceed with production of additional biographies and shall terminate the contract. If the contractor is authorized to proceed with production of additional digital biographies, the contractor shall agree and understand that the state agency shall have the right to require changes to the initial services and techniques performed by the contractor in the production of the initial composite video in order to resolve problems or improve the final product. Such changes may include changes in the interview script, production environment, editing requirements, etc.
- 2.2.2 Work Plan for Additional Digital Biographies - If the contractor is authorized to proceed with the production of additional digital biographies, the contractor shall schedule and meet in Jefferson City, Missouri with the state agency and other designees, as determined by the state agency, to discuss the details of the requirements for pre-production, production, and post-production in detail and to obtain any specific changes from the state agency deemed necessary based on the review of the initial composite video to result in the quality and type of digital biographies required.
 - a. As a result of the meeting held per the above, and by no later than fifteen (15) calendar days following such meeting, the contractor shall prepare and submit to the state agency for review and approval, a written work plan for production of approximately 200 additional digital biographies, two additional composite videos, and all other deliverables and requirements specified herein.

- 1) The contractor's work plan shall include, but not be limited to: A step by step plan of action for all services that will be performed by the contractor including specific tasks that will be performed, personnel who will perform each task, anticipated work-hours each person will provide, approvals/deliverables that will be provided, and a detailed time line and schedule for each step/deliverable.
 - 2) The contractor shall agree and understand that the state agency shall have complete and total approval authority of the contractor's work plan and shall have the expressed right to modify, delete, require changes and/or to require additional elaboration to the work plan to accomplish the objectives and fulfill the needs of the state agency.
- b. In accordance with the work plan developed per the above requirements and approved by the state agency, the contractor shall implement, operate, and satisfy all requirements of the detailed work plan and shall produce and provide each of the following deliverables after incorporating state agency required changes based on the review of the initial composite video. The contractor shall perform as specified in the requirements stated herein for pre-production, production, post-production, and database indexing and viewing, and shall complete all such requirements by no later than one calendar year after receipt of the written authorization to proceed.
- 1) Producing approximately two hundred (200) fully edited digital biographies of approximately three (3) to five (5) minutes in length,
 - 2) Producing an estimated two (2) composite videos of approximately fifteen (15) minutes in length, edited from the two hundred (200) digital biographies,
 - 3) Providing and Maintaining a Public Web Site for Public Viewing of the Digital Biographies on the Web Site,
 - 4) Providing, Installing, and Maintaining an Interactive Console/Theater (Touch Screen Console) for Public Viewing of the Digital Biographies on the Interactive Console/Theater (Touch Screen Console).

2.3 Pre-Production Requirements:

- 2.3.1 Prior to producing the initial composite video and each year after receipt of approval of the written work plan for additional digital biographies, the contractor shall create, design, and develop the content for the interview script, including basic concept and settings that will be used to interview Missouri veterans for the digital biographies.
- a. The state agency shall provide the contractor with general guidelines for the interview script and general information to assist with the creation of the script.
 - b. The contractor shall design the script for an interview that will be approximately fifteen (15) minutes in length in order to yield fully edited digital biographies of approximately three (3) to five (5) minutes in length.
 - c. The contractor shall design the interview script to effectively capture the importance of the story being told by the veteran as well as the historical significance of the veteran's sacrifice.
 - d. At a minimum, the design of the interview script must include the following:
 - 1) Background about the veteran's armed forces position during the tour of duty.
 - 2) The veteran's location during the conflict.
 - 3) The specific details of the historical event being told
 - 4) Highlights of the sacrifices of the veteran

- e. The contractor shall design the interview script to permanently preserve and document the historical significance of veteran service in the words of the veteran. The contractor shall understand that the biographies will be dedicated to outreach and education inside public schools, veteran cemeteries, veteran homes, and other institutions.

2.3.2 The contractor shall confer with and receive approval from the state agency at various stages in the development of the interview script. Such stages may include, but not necessarily be limited to: the treatment, an outline of the interview script with short descriptive paragraphs describing the scene, and/or a storyboard of each scene. In addition, the contractor shall agree and understand that throughout interview script development, the state agency shall have the final authority and shall have the right to require any changes, additions and/or deletions as deemed necessary to ensure communication of the proper message.

2.3.3 The contractor must contact Missouri veterans and schedule an appropriate time for remote field production of an interview with the selected veterans.

- a. In order to determine those veterans to be selected for the interviews, the contractor shall be provided a listing of all known Missouri Veterans residing in the State of Missouri. The state agency will also provide additional information known and available about each such veteran.
- b. The contractor shall contact veterans on the list and make a determination based on a phone interview of whether such veterans will be good candidates for videotaping. The contractor shall make such determination with input from the state agency of those factors to consider when making the determination.
- c. The contractor must select a range of and broad assortment of approximately 200 Missouri veterans who are currently located in and throughout the five (5) geographic quadrants of the State of Missouri. In addition, the contractor must select Missouri veterans who have stories covering all facets and time periods of conflicts, not just certain battles, geographic locations, situations, etc.
- d. The contractor must obtain approval from the state agency of the final selection, along with a brief synopsis of the veteran's story before including the interview in a composite video.

2.3.4 The contractor shall research archival battle footage from the National Archives, the State Archives, and other stock footage vendors and shall research patriotic music and images, all of which could be used to enhance the veterans' stories. After such research, the contractor shall make recommendations to the state agency regarding appropriate archival footage, patriotic music, images to include with the digital biographies. After obtaining the approval of the state agency for the final list of approved archival footage patriotic music, and images, the contractor must prepare such recommendations into a format for presentation to each veteran during the interview.

2.4 Requirements of Production:

After approval of the final interview script and selection of the Missouri veterans for remote field production of an interview, the contractor shall begin the remote field production services of the interviews using the approved interview script with the selected Missouri veterans.

2.4.1 The contractor shall provide all personnel and equipment/supplies necessary to conduct and shoot the required interviews. It is estimated that such personnel/equipment shall perform pre-lite services (lighting the scene), preset services (assembling the set), interviewing services (conducting the interview), and camera operation services (shooting the footage).

- a. The contractor shall use a person for conducting each interview who has an appealing "on-air" voice and who is experienced in conducting interviews for public review/acceptance. If more than one interviewer is provided by the contractor, the contractor must have each assigned interviewer observe

a person designated as the lead interviewer during an actual interview prior to performing their own interviews, in order to encourage consistency of style, technique, appearance, etc., among interviews. The contractor must obtain the approval of the state agency for any person who will conduct interviews.

- b. The contractor shall provide single camera remote field production using Digital Beta, MiniDV, DVCam, DVC Pro camcorder or equivalent digital format. The contractor shall provide camera operator(s) for shooting the footage that are familiar with and experienced using digital formats.
- c. The contractor shall use professional lighting of a minimum of a two (2) light setup including normal quartz lighting and back lighting.
- d. The contractor shall capture audio digitally at a minimum of 48Khz and 16-bit sound using professional XLR inputs with lavalier microphones.

2.4.2 The contractor must shoot the footage in the veteran's preferred environment, as determined during the phone interviews, whether such environment is in a personal residence, veterans home, senior center/facility, outdoors, or some other location. If requested by the veteran, the contractor shall also provide a studio for conducting and shooting the interviews.

2.4.3 In addition to conducting and shooting the interview when with the veteran, the contractor must:

- a. Take digital photographs of any memorabilia belonging to the veteran for incorporation into the digital biography. All memorabilia shall remain in the possession of the veteran or the veteran's family.
- b. Present and discuss the final list of approved archival footage, patriotic music, and images with the veteran, and allow the veteran to select from those available which ones to include with that veteran's biography.
- c. Obtain the veteran's signature on a standard signed release form.
- d. Advise the veteran that the veteran will receive a copy of his/her final edited digital biography after completion. At that time, the contractor must obtain a written order form from the veteran to verify the following information:
 - 1) The address where the veteran's copy of the biography shall be sent.
 - 2) Whether the veteran wants the copy in the form of a DVD or VHS.

2.5 Requirements of Post Production:

2.5.1 The contractor must provide the state agency with a dub on DVD or VHS of all raw footage from each interview prior to submitting the rough edit of digital biographies for approval to enable the state agency time to review the raw footage.

2.5.2 The contractor shall perform all post production services including on line and off line digital editing consisting of at least simple cuts, dissolves, and basic video effects, digital audio recording and mixing, music and sound effects, graphics, narration, etc. The contractor must use professional editors using digital editing suites.

- a. Digital biography - The contractor shall edit each approximate 15 minute interview footage as required in order to result in a complete edited digital multimedia audio/video production biography of approximately three (3) to five (5) minutes in length including the interview with the veteran,

photographs, and other memorabilia enhanced with music, images, stock footage, and any other special effects deemed appropriate.

- b. Composite Video - The contractor shall perform all post production services to produce the required number of composite videos with each video being approximately fifteen (15) minutes in length with three (3) to five (5) digital biographies, selected from the total quantity of digital biographies produced, edited onto each video including enhancements of music, images, stock footage, and any other special effects deemed appropriate. The state agency shall assist in the selection of and approve the digital biographies to be used in the composite video(s).

2.5.3 Approval Points – Since the digital biographies and composite videos are designed to capture and preserve historical significance that may otherwise be lost, and since these products will be preserved for generations to come, the contractor is advised that the state agency expects high quality work using the best technology and services available. The contractor shall agree and understand that any digital biography failing to meet the state agency standards for video, audio, and image quality as well as data integrity shall be returned to the contractor as unacceptable. The contractor shall not be paid for such biography unless the problems identified by the state agency are corrected and the digital biography is returned to the state agency and approved after correction.

- a. The contractor must provide the state agency with a rough edit of each digital biography and of each composite video for review and approval.
- b. The contractor must submit each complete edited digital biography and each complete composite video to the state agency on VHS or DVD for review and approval.

2.6 Final Approved Products:

2.6.1 Database and Index - The contractor must database and index each digital biography using all relevant information to the subject. The indexing must allow for electronic searches of all the digital biographies by name, years of veteran service, war, age of the veteran, branch of armed services, number of years veteran was in active service, specific battles, and Missouri location where the veteran lived.

2.6.2 Digital Biography Copies:

- a. By no later than fifteen (15) calendar days after final approval of each digital biography by the state agency, the contractor shall provide the state agency with a copy of each final completed digital biography on VHS or DVD at the address specified by the state agency.
- b. In addition, the contractor shall mail each veteran a copy of that veteran's digital biography according to the written order form instructions obtained from the veteran at the time of the interview.
- c. The contractor must provide additional copies of each biography to any other person or organization upon request. The contractor shall be permitted to charge the public or organization the price specified on the pricing page for any such copies requested.
 - 1) The contractor must have a web page where orders for such copies can be made via the Internet. In addition, the contractor must accept such orders via the telephone or by mail.
 - 2) The contractor must send any such orders via regular mail and must deliver each order to the USPS for mailing by no later than fifteen (15) calendar days after the contractor received the request for the copy regardless of whether the request came via the mail, telephone, or internet.

2.6.3 Website - The contractor shall establish, program, maintain, and service a website accessible to the public through accepted Internet channels. The contractor must provide the website free of charge to the public, including schools, veteran cemeteries, veteran homes, and other institutions. The contractor must allow the

state agency to include a link to the contractor's website from the state agency's website and from any other State of Missouri website, as deemed appropriate and necessary.

- a. The web server facility shall have web servers co-located with a leading provider of web hosting and co-locating services.
- b. The contractor's website shall have video and audio simultaneously available in three (3) different streaming formats, Windows Media, Real, and Quick Time and all three (3) formats encoded at a frame size of 320x240. The photographs available via the website shall be stored as high quality JPEGs in three (3) sizes, 640x480, 1152x864, and 1600x1200.
- c. The contractor shall load and make each state agency approved digital biography available on the contractor's web site on the internet for public viewing.
 - 1) The contractor's website must allow the viewer to search for the digital biography to be viewed based on name, years of veteran service, war, age of the veteran, branch of armed services, number of years veteran was in active service, specific battles, and Missouri location where the veteran lived.
 - 2) The contractor shall notify the state agency after the biographies are available from the website
 - 3) The contractor must store the digital biographies online in multiple locations in SCSI RAID 5 Environments and shall back each one up using a "grandfather, father, son" scheme with a complete weekly backup and daily incremental backups.
- d. The contractor must allow orders for copies of any of the digital biographies from the website or must include a link to another address for placing orders for copies of the digital biographies.

2.6.4 Composite Video Copies - By no later than fifteen (15) calendar days after final approval of each composite video by the state agency, the contractor shall provide the state agency with five (5) copies of each final completed composite video on VHS or DVD at the address specified by the state agency.

2.7 Interactive Console/Theater (Touch Screen Console) Requirements:

Interactive Console/Theater (Touch Screen Console) - The contractor must program, install at a state agency designated location, maintain, and service an interactive console/theater (Touch Screen Console) that is accessible to the public.

- 2.7.1 The console/theater must be an interactive touch-screen with a custom built application providing easy access to the entire archive of digital biographies encoded at high quality and a frame size of at least 640x480.
- 2.7.2 The contractor must incorporate the database of digital biographies into the interactive console/theater (Touch Screen Console) application to allow the digital biographies to be searched in a variety of ways using multiple-join searches. Digital biographies must, at a minimum, be searchable by name, years of veteran service, war, age of veteran, branch of armed services, number of years veteran was in active service, and specific battles.
- 2.7.3 The state agency shall provide specific instructions to the contractor regarding the location where the interactive console/theater (Touch Screen Console) shall be installed. An appropriate location with ample space shall be provided by the state agency. The contractor shall provide all wires, devices, etc.

2.8 Invoicing and Payment Requirements:

- 2.8.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 2.8.2 Invoicing – After completion and acceptance of services and products by the state agency, the contractor shall submit invoices to the following address:
- Missouri Veteran's Commission
Post Office Drawer 147
Jefferson City, MO 65102-0147
- 2.8.3 Payments – After approval by the state agency of each invoice and after approval and acceptance of the services and products provided, the contractor shall be paid in accordance with the firm fixed prices specified on the pricing page and as specified below:
- a. Initial Composite Video – After completion and delivery of the five copies of the initial composite video by no later than forty five (45) calendar days after the effective date of the contract, the contractor shall be paid the total firm fixed price stated on the pricing page for the initial composite video.
 - b. Digital Biography – After completion, delivery, and acceptance of each digital biography and after notification that each such digital biography is available on the Web Site for viewing, the contractor shall be paid the firm fixed price per digital biography for each digital biography produced. This includes each digital biography produced for the initial composite video.
 - c. Additional Composite Video - After the initial composite video, the contractor shall be paid at the firm fixed price stated on the pricing page for each additional composite video required by the state agency, after completion and acceptance of each such composite video and delivery of the five required copies to the state agency.
 - d. Interactive Console/Theater (Touch Screen Console)
 - 1) Providing/Installing - For each operational Interactive Console/Theater (Touch Screen Console) required by the state agency, the contractor shall be paid the firm fixed total price specified on the pricing page after installation and approval of such touch screen console.
 - 2) Maintenance – After the end of each month after such interactive console/theater is installed and operational, the contractor shall be paid the firm fixed price per month specified on the pricing page for maintaining each Interactive Console/Theater (Touch Screen Console) during the month.
- 2.8.4 Other than the payments specified above, no other payments or reimbursements shall be made by the state agency to the contractor for taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or any other service or expense of the contract in performing the requirements. Failure of the contractor to include costs for all requirements specified in the contractual requirements shall not relieve the contractor from performing all requirements at the firm fixed prices specified on the pricing page.

- 2.8.5 The contractor shall be permitted to invoice the public and charge for any additional copies of a digital biography ordered. The maximum amount the contractor may charge the public for each such copy shall be that price stated on the pricing page of the contract.
- 2.8.6 Liquidated Damages - The contractor shall agree and understand that the completion and delivery of the initial composite video within the required forty-five day time frame is considered critical to the *state agency*. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with such completion and delivery *date*, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event that the contractor fails to deliver the completed initial composite video within 45 days from the due date required herein, the contractor shall be assessed liquidated damages in the amount of \$500.00 for each twenty-four (24) hour period thereafter in which the initial composite video is not completed and delivered.
 - b. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoice pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
 - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.9 Other Contractual Requirements:

- 2.9.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.9.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the

event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable renewal option clauses of this document. (with the exception of the initial composite video which shall not be required in subsequent periods)

- 2.9.3 Renewal Option - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the specific quantity of deliverables/products shall be specified by the state agency at the time of the work plan meeting. In addition, the requirement for the initial composite video shall not be required in renewal periods nor will another web site be required, although the existing web site will continue.
- a. The contractor shall further agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - c. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.9.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, raw footage, supplies, equipment, and accomplishments/products prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9.5 Transition - Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, masters, raw footage, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
 - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 2.9.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor

assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.9.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.9.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.9.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.9.11 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.9.12 Property of State - The contractor shall agree and understand that all reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract, including exhibits, materials, raw footage, design features and concepts, including, but not limited to the work/products listed below which are developed as a result of the contract shall become the property of the State of Missouri,

with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the state agency, unless prior approval is received by the state agency for single use or other restricted use.

- a. All plans, documents and recommendations;
- b. All scripts, copy and graphics, and original artwork;
- c. Releases from any and all persons involved in the productions;
- d. All video and audio tapes, including duplicate and outtakes; and
- e. All photography/footage, with the exception of stock photography/footage, required to complete approved assignments including non-published photography.

2.9.13 Software, Systems, Modifications, and Warranty – All software application, information systems, and licenses (including web site programming) developed, acquired and/or used by the contractor pursuant to the contract shall be the property of the State of Missouri. By no later than seven (7) calendar days after expiration of the contract period, the contractor shall deliver the application software and applicable licenses for the operation of the Web Site to the state agency or designee and shall also provide the state agency with a list of all other related commercial software used in such operation, if any.

- a. For one (1) full year following the expiration date of the contract, all errors and design deficiencies which existed in the system turned over to the state agency and/or to the state agency's designee as specified above shall be corrected by the contractor at the expense of the contractor. Deficiencies properly noted prior to the expiration of this warranty shall be covered regardless of such expiration. Enhancements and other changes undertaken by the state agency outside the contract shall not be covered by this warranty.
- b. The contractor shall ensure that all software and hardware used in the operation of the web site continues to be century compliant. All modifications, maintenance and enhancements must be developed, tested and implemented in a manner that ensures continued century compliance.

2.9.14 If required by the state agency, the contractor shall be responsible for obtaining copyrights and for registering the products in the name of the State of Missouri as instructed and approved by the state agency. The contractor must submit all final paperwork related thereto to the state agency.

2.9.15 The State of Missouri shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the state agency agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.

2.9.16 The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, employees, and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets, or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.

2.9.17 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the

responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.9.18 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation - The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- c. If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal for a total of 6. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror’s Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals:

The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Cost..... 40 points
 - b. Experience, Reliability, Expertise, Past Samples 30 points
 - c. Method of Performance including Equipment/Techniques Proposed 30 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
 - a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- c. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based upon one initial composite video, 200 digital biographies, two additional composite videos, one Interactive Console/Theater (Touch Screen Console) and one year of maintenance; each times the firm fixed prices quoted on the pricing page.

- a. The evaluation will include the original contract period plus renewal option periods except that for renewal periods the initial composite video will not be included in the evaluation since it will not be required.
- b. Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$

- 3.4.2 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.5 Evaluation of Offeror's Experience, Reliability, Expertise, and Past Samples:

The experience and reliability of the offeror's organization, the qualifications of the offeror's proposed personnel, and the quality of past samples of work are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 3.5.1 The offeror should provide information about the offeror's organization on Exhibit A.
- 3.5.2 The offeror should complete Exhibit B with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- a. The offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- b. Samples - The offeror should document their capability to produce high quality videotape productions by submitting samples of videotapes previously produced by the offeror for the references provided. If subcontractors are proposed for production service, the offeror should also submit samples of videotapes previously produced by the subcontractors proposed.
- 1) *The sample videotapes need to have been shot and edited using a digital format.*
 - 2) The samples videotapes must represent the production capabilities of the offeror's and/or subcontractor's facility.
 - 3) The sample videotapes need to have been shot by the videographer proposed by the offeror for use by the state agency per this RFP

- ❑ The offeror should identify any production techniques in the sample video which were not produced at the offeror's or subcontractor's facility.
- ❑ Any samples provided by the offeror shall be provided at no expense to the State of Missouri and ***Will Not*** be returned.
- ❑ Multiple copies of the same sample are not necessary.

3.5.3 The offeror should provide the information requested on Exhibit C for each key person proposed to be assigned to the team. The offeror may provide information for other personnel assigned or available by completing Exhibit D.

- a. Information provided should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.5.4 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

3.6 Evaluation of Method of Performance including Equipment/Techniques Proposed:

Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP and the equipment/techniques proposed to be used. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. In addition, the price proposed to be charged to the public will be subjectively evaluated as part of the offeror's proposed method of performance.

3.6.1 The method by which the proposed method of performance is written is left to the discretion of the offeror. However, the offeror should complete Exhibit E and may also describe specific proposed services by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability to successfully perform.

3.6.2 Schedule of Events - The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.

- a. Exhibit F, Schedule of Events, may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended. A separate Exhibit F is included for completion of the initial composite video and for the remaining requirements.
- b. The offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the work hours proposed in the price breakdown. Furthermore, the assigned tasks may be compared with the qualifications of the personnel.

3.7 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation

3.7.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.

- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.

3.7.2 Definition - Qualified MBE/WBE:

- a. *MBE or WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
- c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

3.7.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

3.7.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- Personnel/labor to perform services/interviewers
- Audio Services
- Remote Field Production
- Videotape Supplies
- Videotape Equipment and or any other material or equipment needed to provide services
- Duplication
- Special Effects
- On-line Studio Production
- Post Production / Editing
- Website design/programming
- Any other services/supplies used in services

- 3.7.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:

Office of Administration, Supplier Diversity Program
P.O. Box 809, Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
Web Address: <http://www.oa.mo.gov/oeo/sd.html>

- 3.7.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit G.
- 3.7.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit G, completes a Documentation of MBE/WBE Form, Exhibit H.
- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
 - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
 - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit I.
- 3.7.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit I, documenting efforts made to meet the MBE/WBE participation requirements.
- 3.7.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
 - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.
 - c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.

4. PRICING PAGE

4.1 Pricing for State Agency

The offeror shall provide a firm fixed price for each item in the table below for the original contract period and a maximum price for each item for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s). *(Commodity Code 91884 - Video Recording)*

Line Item	Description	Original Contract Period (Date of Award Through 6/30/06)	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period
		Firm Fixed Price	Maximum Price	Maximum Price	Maximum Price
001	Initial Composite Video	\$			
		Total for Initial Composite Video (5 copies)			
002	Digital Biography	\$	\$	\$	\$
		Per Each Approved Digital Biography, including state agency and veteran copy			
003	Each Additional Composite Video	\$	\$	\$	\$
		Per Each Composite Video, including 5 copies to state agency			
004	Interactive Console/Theater (Touch Screen Console)	\$	\$	\$	\$
		Per Each Touch Screen Console including all related software, equipment, & installation			
005	Monthly Maintenance Interactive Console/Theater (Touch Screen Console)	\$	\$	\$	\$
		Per Month for Service and Maintenance for each Touch Screen Console provided			

4.2 Sales Price for Public:

The offeror shall state a firm fixed price per copy that will be charged to the public for each copy of a digital biography purchased. (This per copy price does not include the copy provided to the state agency nor the veteran since the price for such copies must be included in the above pricing.)

006	DVD or VHS copy of Digital Biography	\$	\$	\$	\$
		Per each copy of digital biography (Sales Price to the Public to Purchase a Copy)			

EXHIBIT A**COMPANY INFORMATION**

The offeror should complete the following with information about the offeror's organization and should provide information that documents and verifies the number of years stated in each blank, as appropriate:

<u>Information</u>	<u>Dates</u>	<u>Explanation and Detailed Support Verifying Dates</u> (ie: contract/client name, etc)
Total number of years in business	Beginning Date: _____	
Total number of years operating in Videotape Production	Beginning Date: _____	
Total number of years shooting on digital formats	Beginning Date: _____	
Total number of years editing using digital editing suites	Beginning Date: _____	
Total number of years working with multimedia digital biographies	Beginning Date: _____	

The offeror should provide the following information about experience:

<u>Information</u>	<u>Numbers</u>	<u>Explanation and Detailed Support</u> (Identify client and provide specifics)
Total number of clients for which the offeror has produced digital biographies	_____ Total Number	
Experience programming, maintaining, and servicing interactive consoles/theaters accessible to the public	_____ Total Number	
Experience establishing, programming, maintaining, and servicing a website accessible to the public	_____ Total Number	

<u>Information</u>	<u>Explanation and Detailed Support</u>
Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc.	
Current financial condition – (such as most recent year audited financial statements, if public information, or other information documenting financial solvency). If the offeror is a subsidiary, provide this information for the parent company.	
Describe the structure of the organization including any board of directors, partners, top departmental management, etc	

EXHIBIT B
PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information describing services the offeror/subcontractor provided to/for another client. Services similar/related to those required in the RFP:	
Name of Reference Company/Client	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract:	
Dates of Service/Contract:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Digital Biographies produced <input checked="" type="checkbox"/> Total Annual Value of Contract	
Size of Service/Contract (in terms of percent of offeror's total amount of business)	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Interviewed <input checked="" type="checkbox"/> Format used for shooting <input checked="" type="checkbox"/> Editing Equipment Used <input checked="" type="checkbox"/> Offeror's specific duties (such as what part of production was offeror involved in) <input checked="" type="checkbox"/> Consumer Demand for final product, including sales figures	
Personnel Assigned to Service/Contract (include position title):	
Attach sample of actual production. ½ inch VHS or DVD.	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C**EXPERTISE OF PERSONNEL**

(Copy and complete this table for each key person assigned to the project, including Interview Script Writer, Interviewers, Videographer, Editors, Computer/Touch Screen Console Specialist, etc)

The offeror should provide detailed information including at least three (3) references for:

- ☐ the videographer(s),
- ☐ the sound technician/grip(s), and
- ☐ the editor(s)s

The offeror should provide detailed descriptions of the experience and expertise possessed by the personnel proposed for production, editing, and post production in digital formats.

Title of Position: _____	
Name of Person:	
Position Description for this Project:	
Educational Degree (s): include college or university, major, and dates	
License(s), #(s), expiration date(s):	
Specialized Training Completed. Include dates and documentation of completion:	
# of years employed with offeror	
Previous employer(s), positions, dates	
# of years experience in area of service proposed to provide.	
Identify specific information about experience in area of service proposed, including any of the following as appropriate:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Digital Formats	
✓ Interviewing or working with older Americans	
✓ Producing Digital Biographies	
✓ Programming, Servicing, etc. a Touch Screen Console	
Describe the person's planned duties/role proposed herein:	
References (name and contact information) for identified person to contact for information about the quality of their service	

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this exhibit for additional personnel proposed who are not specifically assigned to the project and who were not otherwise included in the previous detailed exhibit. Attach resumes or provide key information, as necessary)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____
_____	_____
_____	_____
2. _____ (Name)	_____
_____	_____
_____	_____
3. _____ (Name)	_____
_____	_____
_____	_____
4. _____ (Name)	_____
_____	_____
_____	_____
5. _____ (Name)	_____
_____	_____
_____	_____
6. _____ (Name)	_____
_____	_____
_____	_____
7. _____ (Name)	_____
_____	_____
_____	_____

EXHIBIT E
METHOD OF PERFORMANCE

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

1. The offeror should describe specific proposed services by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability to successfully perform.
2. The offeror shall describe the offeror's system and process for consumer/subject evaluation and approval of the final digital biographies.
3. The offeror should provide a list of the equipment that will be used for remote field production:
4. The offeror should describe the post production / editing facilities that will be used including the number of editing suites available, and the equipment that will be used:
5. The offeror should describe the editing techniques proposed for digital biographies and for composite videos:
6. The offeror should:
 - ☐ Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - ☐ Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - ☐ Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

7. The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

- ❑ It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the team proposed for this project.

8. Along with a detailed organizational chart, the offeror should describe the following:

- ❑ How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
- ❑ Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

- The offeror should describe the offeror's plan to recruit, support and retain Interviewers and should identify the total number of interviewers planned to be used to fulfill the requirements.

- The offeror should describe the offeror's plan to recruit, support and retain Editors and should identify the total number of Editors planned to be used to fulfill the requirements.

9. Organizations for the Blind or Sheltered Workshop - If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	
--	--

10. Outside United States - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

EXHIBIT F-1**SCHEDULE OF EVENTS****For Initial Composite Video**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. **“Completion Day”** should be specified as a certain number of days from date of contract award until completion of the specific task. **“Assigned Personnel”** should be identified by name rather than project title unless such personnel are yet to be hired. **“Workhours”** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

EXHIBIT F-2**SCHEDULE OF EVENTS****For Remaining Additional Requirements (200 Digital Biographies, etc)**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. **“Completion Day”** should be specified as a certain number of days from date of contract award until completion of the specific task. **“Assigned Personnel”** should be identified by name rather than project title unless such personnel are yet to be hired. **“Workhours”** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

EXHIBIT G**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of **qualified** MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE: (must be at least 20%)		Total WBE: (must be at least 10%):	

Authorized Signature of Offeror

Date of Signature

EXHIBIT H**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ *MBE* _____ *WBE*

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you (*as the MBE/WBE company participating in the contract*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ Certification Expiration Date: _____

Federal Employer Identification Number/Social Security Number: _____

Authorized Signatures:

MBE/WBE Owner Authorized Signature Date Offeror Authorized Signature Date

EXHIBIT I**APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: _____ MBE or _____ WBE

(A separate Application for Waiver must be submitted for each.)

Section A – Initial Efforts:

- (2) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

- (2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

- (3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

Section B – Follow Up Efforts

- (2) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

- (2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

Exhibit I
Application for Waiver, Continued

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror:

Name:

Title:

Company:

Date:

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

- detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
 - e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
 - f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
 - g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
 - h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
 - i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.